

10/070406
JC13 Rec'd PCT/PTO 06 MAR 2002

THIS DEED OF ASSIGNMENT made the 3rd Day of November 2000

COPY
Do Not Record

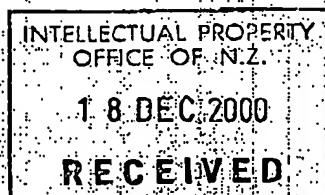
BETWEEN RALF-CHRISTIAN SCHLOTHAUER, a German citizen of 15 Colombo Street, Palmerston North, New Zealand; LINDA MAY SCHOLLUM, a New Zealand citizen of 365 Scotts Road, RD4, Palmerston North, New Zealand; JULIAN ROBERT REID, a New Zealand citizen of 46 Rongopai Street, Palmerston North, New Zealand; STEPHANIE ADELE HARVEY, a New Zealand citizen of 435A Ferguson Street, Palmerston North, New Zealand; ALISTAIR CARR, a New Zealand citizen of 35 Thomson Street, Palmerston North, New Zealand; and RACHEL LOIS FANSHAW, a New Zealand citizen of 7 Endeavour Street, Lyall Bay, Wellington, New Zealand (collectively and severally the "Inventors")

AND NEW ZEALAND DAIRY RESEARCH INSTITUTE, a charitable trust established under the Charitable Trusts Act 1957, of Fitzherbert West, Palmerston North, New Zealand (DRI),

AND NEW ZEALAND DAIRY BOARD, a body corporate established by the Dairy Board Act 1961 of Pastoral House, 25 The Terrace, Wellington, New Zealand (the "Assignee")

RECITALS

1. The inventors have during the course of their employment with DRI made an invention entitled "Improved Bioactive Whey Protein Hydrolysate" (the "Invention") and acknowledge that the DRI is or should be proprietor of all rights (the "Patent Rights") in the Invention including the right to apply for patent or equivalent protection in any country or countries of the world, to claim priority under international convention from any such application or applications and the rights conferred by such patent or equivalent protection by granted.
2. The Inventors have made (in trust on behalf of the Assignee) an application for the invention (the "Application") under New Zealand Application No. 506866 on 11 September 2000.



3. To the extent the Inventors have been the creator of original literary works (including compilations of data) in relation to the Invention, the Inventors acknowledges that copyright in such artistic and literary works (the "Copyright") is or should be the property of the DRI.
4. The DRI and the Assigness have agreed that the Invention, the Patent Rights, the Copyright and the Application should be assigned to the Assignee under the following terms and conditions.

OPERATIVE PROVISIONS

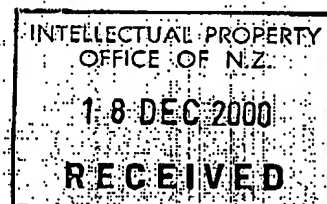
1. ASSIGNMENT

In consideration of the premises and the sum of One NZ Dollar (\$1.00) paid by the Assignee to the Inventors and DRI the receipt of which is hereby acknowledged:

- (A) The Inventors (at the request and by the direction of DRI) hereby assign all their rights in the Invention, the Application, the Copyright and the Patent Rights to the Assignee.
- (B) DRI hereby confirms the assignment.

2. IMPROVEMENTS

- (A) The Invnetors while employed by the DRI and/or under the or a commission for money or money's worth from the Assigness shall forthwith disclose to the Assignee all improvements in, modifications of or additions to the Invention and the Copyright works created by the Inventors.
- (B) The Inventors shall assign to the Assignee upon request all rights to all improvements in, modifications of or additions to the Invention and the Copyright works devised created and/or designed by the Inventors while employed by the DRI and/or under the or a commission for money or money's worth from the Assignee, such assignment to be of all rights in New Zealand and any other country or countries.



3. EXECUTION OF DOCUMENTS

The Inventors shall at the expense of the Assignee (if requested by the Assignee) in respect of the Invention and the Copyright works in New Zealand or any other country:

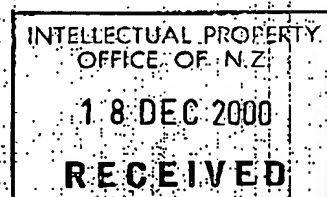
- (A) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for intellectual property protection of the Invention and/or Copyright works with the understanding and the intention that all interest in such applications and any granted protection is to vest in the Assignee;
- (B) execute documents and do all acts necessary or convenient to assure the applying for and/or obtaining of such intellectual property protection;
- (C) execute documents and do all acts necessary or convenient to vest any such protection in the Assignee; and/or
- (D) execute documents and do all acts necessary or convenient to enable enforcement of any such protection.

4. INFORMATION

The Inventors shall at the request of the Assignee, and to the extent outstanding, furnish the Assignee with full details of and relating to the Invention, and the Copyright works (including the circumstances of invention and/or creation) and where possible all original versions of the Invention and the Copyright works.

5. CONFIDENTIALITY

The Inventors agree to treat as confidential all information relating to the Invention and the Copyright works and shall not use, disclose or publish the same without the express prior written consent of the Assignee. Such obligation shall not extend to information which already is in or which enters the public domain through no fault of the Inventors. The Inventors agree to seek prior clearance from the Assignee in any case of uncertainty.



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6. APPLICATION TO IMPROVEMENTS

The obligations in Clauses 3, 4 and 5 shall extend to all improvements, modifications and additions referred to in Clause 2 of this Deed.

IN WITNESS WHEREOF this Deed was executed the date first above written.

Signed by or for
RALF-CHRISTIAN SCHLOTHAUER
in the presence of:

)
)
) *RC Schlothauer*

WITNESS:

Signature:

C. B. Crow

Name:

Cathrine B Crow

Address:

NZDAI, Private Bag 11029, Palmerston North

Occupation:

Executive Secretary

Signed by or for
LINDA MAY SCHOLLUM
in the presence of:

)
)
) *LM Schollum*

WITNESS:

Signature:

C. B. Crow

Name:

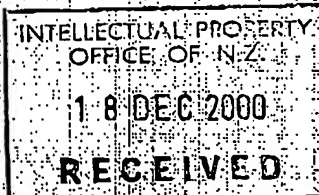
Cathrine B Crow

Address:

NZDAI, Private Bag 11029, Palmerston North

Occupation:

Executive Secretary



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Signed by or for
JULIAN ROBERT REID
in the presence of:

)
) *Julian Reid*
)

WITNESS:

Signature:

C. Blum

Name:

Cathrine B. Crows

Address:

NZDAI, Private Bag 11029, Palmerston North

Occupation:

Executive Secretary

Signed by or for
STEPHANIE ADELE HARVEY
in the presence of:

)
) *S. Harvey*
)

WITNESS:

Signature:

C. Blum

Name:

Cathrine B. Crows

Address:

NZDAI, Private Bag 11029, Palmerston North

Occupation:

Executive Secretary

Signed by or for
ALISTAIR CARR
in the presence of:

)
) *Alistair Carr*
)

WITNESS:

Signature:

C. Blum

Name:

Cathrine B. Crows

Address:

NZDAI, Private Bag 11029, Palmerston North

Occupation:

*Executive Secretary*INTELLECTUAL PROPERTY
OFFICE OF N.Z.

18 DEC 2000

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Signed by or for
RACHEL LOIS FANSHAWE
in the presence of:

) R L Fanshawe

WITNESS:

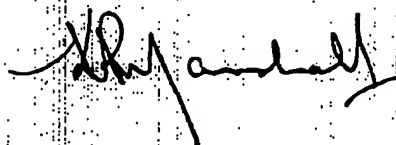
Signature: 

Name: Michelle Claire Townshend

Address: 23A Boundary rd, Kellburn, Wellington

Occupation: Technical Officer

THE COMMON SEAL of
**THE NEW ZEALAND DAIRY
RESEARCH INSTITUTE** was hereunto
affixed in the presence of:



INTELLECTUAL PROPERTY
OFFICE OF N.Z.
18 DEC 2000
RECEIVED